

**EXHIBIT 1**

**DIP Term Sheet**

## GARMARK SBIC FUND II, L.P.

### Debtor in Possession Loan Summary of Proposed Terms and Conditions (to be attached to DIP Order acceptable to DIP Lender)

<b>Debtor DIP Loan Borrower:</b>	JAB Energy Solutions II, LLC (“Debtor” or the “Company”)
<b>Non-Debtor DIP Loan Borrower:</b>	Allison Marine Holdings, LLC (“Holdings”), as to New Advance (as defined below)
<b>Non-Debtor Prepetition Borrowers:</b>	Holdings Allison Marine Contractors II, LLC Allison Land Development II, LLC Allison Offshore Services II, LLC Allison Industrial Services, LLC (formerly known as Allison Marine-Morgan City II, LLC) Tarpon Systems International II, LLC
<b>Prepetition Guarantor(s):</b>	All prepetition guarantees to remain in place and unchanged.
<b>DIP Lender / Prepetition Lender:</b>	GarMark SBIC Fund II, L.P.
<b>Prepetition Loan:</b>	Senior Secured Promissory Note in the original face amount of \$3,000,000 dated August 8, 2019, plus any accrued interest and unreimbursed expenses.
<b>Effect on Prepetition Loan:</b>	As to Non-Debtor Prepetition Borrowers – No effect (all liens, guarantees and obligations remain in place); provided, however, that Holdings shall be responsible for repayment of the Prepetition Loan and the New Advance.  As to Debtor – Prepetition Loan and New Advance rolled into new, debtor in possession financing on the terms hereof (hereinafter, the “DIP Loan”) upon entry of a final order.
<b>Principal Amount of the New Advance:</b>	Up to \$600,000 to be used in accordance with the Budget appended hereto as Exhibit A (“New Advance”).
<b>Use of Proceeds:</b>	The proceeds of the New Advance will be used to provide working capital to the Company in accordance with the Budget appended hereto as Exhibit A. Proceeds are prohibited to be used in connection with litigation against the Lender.

## **GARMARK SBIC FUND II, L.P.**

### **Debtor in Possession Loan**

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<b>Disbursement of Proceeds:</b>	50% upon approval of the financing on an interim basis and the other 50% upon approval of the financing on a final basis.
<b>Maturity/Term:</b>	12 months (the “Maturity Date”).
<b>Closing Date:</b>	Subject to the terms and conditions contained herein, closing is expected to occur on the date of the approval of the financing on an interim basis (the “Closing Date”).
<b>Interest:</b>	The DIP Loan will bear interest at a percentage rate <i>per annum</i> of 12.0% payable in cash at the earlier to occur of the Maturity Date or upon the date of any Mandatory Prepayment(s) of the DIP Loan (each a “Payment Date”). Interest will be computed on the basis of a 360-day year and actual days elapsed.
<b>Ranking/Collateral:</b>	The DIP Loan will be and will remain a senior obligation of the Company, secured by a first and priming lien on all assets of the Company and the Company’s estate, inclusive of avoidance actions upon entry of a final order, subject to a carve-out for U.S. Trustee fees and accrued fees and expenses of estate professionals up to the amounts set forth in the Budget (the “Carve-Out”). The Debtor shall be authorized to fund the fees and expenses of estate professionals to the trust account of Debtor’s bankruptcy counsel in accordance with the Budget.
<b>Additional Liens:</b>	Prohibited absent consent of the Lender.
<b>Adequate Protection:</b>	Lender to receive customary and adequate protection of its prepetition security interests in the Debtor’s collateral pending occurrence of the roll-up consisting of, among other things, accrual of post-petition interest which will be assessed at the interest rate being charged on the DIP Loan, which is lower than the existing prepetition rate.
<b>Release:</b>	Release of all claims relating to Prepetition Loan and DIP Loan against Lender, affiliates, agents, employees, etc. required for final disbursement of the DIP Loan, subject to customary challenge rights of third parties with standing as to the Prepetition Loan for a period of 75 days from the Petition Date (or for a committee, 60 days from formation but not to exceed 75 days from the Petition Date).

## **GARMARK SBIC FUND II, L.P.**

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<b>506 (c) Surcharge:</b>	Waived upon entry of a final order.
<b>Documentation:</b>	Documentation for the DIP Loan expected to comprise this Term Sheet, the Order, and a secured promissory note.
<b>Conditions to Closing:</b>	Customary for a transaction of this nature.
<b>Defaults; Events of Default</b>	To include (i) any default under the interim or final order and (ii) other defaults and events of default customary for a debtor-in-possession loan, including, without limitation, conversion to chapter 7 or dismissal, failure to appoint and retain a CRO acceptable to Lender, initiation of litigation against Lender by an estate fiduciary and the failure to collect either the Bretton Sound or the High Island receivable within six months of the Petition Date. During the existence of any default, including the failure to pay any amounts as they become due, the DIP Loan will bear interest in cash at a <i>per annum</i> rate that is 3.0% above the otherwise applicable interest rate, which interest will be payable in cash.
<b>Mandatory Prepayment:</b>	Required on account of the DIP Loan from first dollars realized upon collection of receivables, subject to the Carve-Out (to the extent not already expended).
<b>Cost and Expenses:</b>	The Lender shall be entitled to reimbursement of reasonable costs and expense related to the preparation, administration, modification and enforcement of all documents executed in connection with the providing of the DIP Loan including, without limitation, the reasonable fees and expenses of the Lender's counsel and professional advisors. Reimbursements to Lender to be made as per the Budget and/or, to the extent budgeted or additional amounts remain outstanding, on each Payment Date. Nothing contained herein shall affect Lender's existing rights to reimbursement of costs and expenses from the Non-Debtor Borrowers.
<b>U.S. Small Business Administration:</b>	The investment shall be subject to the requirements of the SBA. The Company shall agree to execute, and/or provide information required by, SBA forms and shall make representations, warranties, and covenants required by the SBA, primarily relating to its status as a small business concern, informational requirements, use of proceeds, and future activities.

Executed and agreed as of September 24, 2021 by the parties below.

JAB ENERGY SOLUTIONS II, LLC, as Debtor DIP Loan Borrower



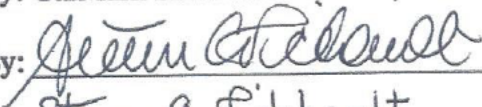
By: Albert Altro  
Title: Chief Restructuring Officer

ALLISON MARINE HOLDINGS, LLC, as Non-Debtor DIP Loan Borrower

By: \_\_\_\_\_  
Title: \_\_\_\_\_

GARMARK SBIC FUND II, L.P., as DIP Lender

By: GarMark SBIC Associates II, L.L.C., its General Partner

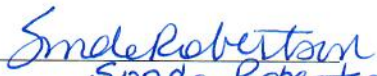
By:   
Steven C. Pickhardt  
Managing Member

Executed and agreed as of September 24, 2021 by the parties below.

JAB ENERGY SOLUTIONS II, LLC, as Debtor DIP Loan Borrower

\_\_\_\_\_  
By: Albert Altro  
Title: Chief Restructuring Officer

ALLISON MARINE HOLDINGS, LLC, as Non-Debtor DIP Loan Borrower

  
\_\_\_\_\_  
By: Sonda Robertson  
Title: Chief Financial Officer

GARMARK SBIC FUND II, L.P., as DIP Lender

By: GarMark SBIC Associates II, L.L.C., its General Partner

By: \_\_\_\_\_